CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this September 2, 2014 by and between the City of Aventura, a Florida Municipal Corporation ("CITY"), and Ronald L. Book, Esq. ("BOOK"), an attorney and member of the Florida Bar, doing business as Ronald L. Book, P.A.

THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS:

I. <u>PURPOSE</u>

The purpose of this Agreement is to provide for the CITY to retain the professional services of BOOK for coordination of the CITY'S legislative relations and for lobbying requirements, as described in paragraph II herein below.

II. SERVICES

Book shall provide all necessary legislative relations and lobbying services to the City of Aventura. Such services shall include work for the purpose of securing funds and grants for various purposes from State, County, Federal and other sources, promoting intergovernmental cooperation in achieving the CITY'S objectives, and securing funds and grants for parks and recreation purposes, drainage improvements, crime prevention, economic development, and other purposes. BOOK shall regularly report the status of his efforts to the City Manager and/or the City Attorney.

III. <u>COMPENSATION</u>

A. For all professional services by BOOK hereunder as described in paragraph II, the CITY shall pay BOOK annual compensation of

Fifty Two Thousand and Five Hundred (\$52,500.00) Dollars, payable in equal monthly installments on or before the 20th day of each month of the term hereof.

B. In the event that an extraordinary matter arises hereunder which itself substantially consumes the time, effort and resources otherwise available, the CITY may, at the City Commission's discretion, provide additional reasonable compensation to BOOK.

IV. **EFFECTIVE DATE/DURATION**

This Agreement shall be effective immediately upon execution by both parties and shall be terminated in accordance with Section V.

V. <u>TERMINATION</u>

Either party hereto, at its discretion, may terminate this contract at any time, upon thirty (30) days advance written notice to the other. In the event of such termination, the City shall only be obligated for costs incurred prior to the termination notice.

VI. PRIORITY

BOOK shall not be prohibited from representing or providing the like services to other persons and entities beside CITY, so long as BOOK shall avoid any representation or relation which would create an adversarial (litigation against the City) conflict of interest, as determined by the City Attorney and City Commission. Further, BOOK shall not take on any client or matter which would jeopardize BOOK'S ability to devote the time, resources and effort necessary to fulfill his obligations to CITY hereunder.

VII. MALPRACTICE INSURANCE

BOOK shall carry lawyer's professional malpractice insurance or other form of insurance which shall provide coverage of not less than \$500,000.

VIII. PROCESSING OF COSTS

BOOK shall be reimbursed by CITY for reasonable costs, including travel expenses, telephone, copying fees, federal express and postage, unless paid in advance by the CITY. Such costs shall not exceed Five Thousand (\$5,000.00) Dollars on an annual basis, between the City and Book, unless approved by the City Manager. If BOOK is traveling on behalf of several clients, the City shall be responsible for such costs on a pro-rated and equal basis.

IX. NOT ASSIGNABLE

This Agreement shall not be subject to assignment by either party hereto.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSED:

RONALD L. BOOK, P

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CITY OF AVENTURA

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eresa M. Soroka MMC, City Clerk

Eric M. Soroka, City Manager

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

City Attorney